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Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

IX MISCELLANEOUS

9.01. It is understood and agreed to by the parties that BST may provide similar services to other companies.

9.02. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

9.03. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

9.04. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

9.05. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

9.06. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

9.07. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by
their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: Robert C. Key
Title: SPDR-SECRET
Date: 6-1-96
Address: 675 N PEACH TREE ST
ATLANTA GA 30315

THE LOCAL EXCHANGE COMPANY

By: _____
Title: _____
Date: _____
Address: _____

EXHIBIT D

(pursuant to Section 6.16)

- Local Loop Transmission from the BellSouth central office to the customer's premises, unbundled from local switching or other services.
- Channelization system including multiplexing and concentration for unbundled exchange access loops.
- Local transport from the trunk side of wireline local exchange carrier switch unbundled from switching or other services.
- Local switching on the line side unbundled from transport, local loop transmission, or other services.
- Unbundled line side exchange ports.
- Operator call completion services including access to directory assistance, operator call processing access service, busy line verification and emergency interrupt.
- Nondiscriminatory access to databases and associated signaling necessary for call routing and completion, including 800 database, SS7 network, BellSouth's Line Information Database.
- Centralized Message Distribution System - Hosting and Non-Sent Paid Report System.

EXHIBIT E**BLANKET AGENCY AGREEMENT LETTER**

I am an official of _____ ["Company"]¹ and am authorized to commit my company to the conditions stated herein:

1. Company will not submit any requests or inquiries for Resale or Facility Based local service provisioning under Blanket Agency Agreement procedures to [BellSouth²] for which it does not have proper authorization from the End User upon whose behalf service is offered.

2. Company will instruct its End Users to deal directly with Company on all inquiries concerning their Local Service. This may include, but is not limited to, billing, repair, directory listings, and number portability.

3. Company is authorized to release all information regarding the End User's local service to [BellSouth].

4. In the event that an End User challenges action taken by [BellSouth] as a result of the above mentioned service request, Company will indemnify and hold harmless [BellSouth] for any damages or losses, resulting from Company's preparation and submission of service requests for which it did not have proper End User authorization.

5. In the event that an End User challenges billing which resulted from local service requests submitted to [BellSouth] by Company under this Blanket Agency Agreement, then Company will indemnify and hold harmless [BellSouth] for any damages, losses, costs and attorney's fees, if any, arising from [BellSouth] provisioning and maintenance of the End User's local service due to errors in the ordering of said service by Company.

6. In the event that an End User disputes actions taken by Company as a result of a submission by Company of a service request for disconnection or termination of a previously submitted local service request for which it did not have proper End User authorization, then Company will indemnify and hold harmless [BellSouth] for any damages, losses, costs and attorney's fees, if any, resulting from said dispute.

7. This Agreement shall continue in effect unless canceled by prior written notice by Company or [BellSouth] thirty (30) days prior to the effective date of cancellation. Cancellation shall not release or limit any matters occurring prior to the cancellation of this Blanket Agency Agreement.